

INSOLVENT DEBTOR.—*Continued.*

- contain an averment that the undue preference was made with such view and expectation. *Ib.*
3. The 1st sec. of the Act of 1834, ch. 293, is local in its operation, and confined to the City and County of Baltimore, and its proviso prevents its application to cases where the grantee had not notice of the insolvent condition of the grantor. *Ib.*
 4. The notice required by this Act to vitiate the conveyance is not a technical or constructive notice, but an actual notice derived from a knowledge of the condition of the grantor; and the plaintiff, where the answer denies it, must prove such actual notice at the date of the deed. *Ib.*
 5. The 2d sec. of the Act of 1845, ch. 139, condemns transfers, though made at the request or on the demand of the creditor; but allows them to stand, unless made with a view and under an expectation of taking the benefit of the insolvent laws, as required by the Acts of 1812 and 1816; and where this intent is denied in the answer, the plaintiff must prove it. *Ib.*
 6. It is the right and duty of the trustee in insolvency to sell the property of the applicant encumbered by mortgages, and pay off the liens and incumbrances thereon. *Bank of Westminster vs. Whyte, 508.*
 7. Where the insolvent has made an absolute transfer of property in the nature of a trust, to secure the payment of the money due by him to the grantee, such property must be administered by his trustee in insolvency. *Ib.*
 8. The design of the insolvent laws was to secure a prompt, single, and harmonious administration of the estate of the insolvent, which could only be effected by bringing all the parties interested before one and the same tribunal. *Ib.*

See FRAUDULENT CONVEYANCES, 26.

INTEREST ON LEGACIES.

See LEGACY, &c., 1 to 6.

ISSUE.

See WILLS, &c., 2, 3, 4.

JOINT-TENANCY.

It is not sufficient that the words employed would, but for the Act of 1822, ch. 162, be construed to create a joint-tenancy, to create such an estate, unless the instrument *expressly provides* that the land shall be held in joint tenancy. *Purdy vs. Purdy, 547.*

JUDGMENTS.

1. A judgment was rendered for the penalty of the bond sued upon, to be released upon payment of such sum, as certain persons named should say was due. HELD—
That this was a final, and not an interlocutory judgment, and could be set up as a claim against the estate of the defendant, though the referees did not ascertain the sum due until after his death. *Young & Wife vs. Mackall et al., 398.*
2. The judgment was final, and to make it absolute, no further action of the Court was necessary: the filing of the certificate of the referees was all that was required for the purpose.
See VENDOR'S LIEN, 4.